

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
ALF RENTAL COMPANY, INC.,

Plaintiff,

Docket No.: 07 CV 3148 (LAK)

vs.

BUILDERS RESOURCE, INC., D'ONOFRIO  
GENERAL CONTRACTORS CORP.,  
CONSOLIDATED EDISON OF NEW YORK,  
INC., TERRA DINAMICA, LLC, CORESLAB  
STRUCTURES, and NICOLSON  
CONSTRUCTION CO.,

AFFIDAVIT OF LEON GRANT

Defendants.

-----X  
CORESLAB STRUCTURES (CONN), INC.  
(MISNAMED AS CORESLAB STRUCTURES),

Defendant/Third-Party Plaintiff,

vs.

STEVE ALLARD, Individually,

Third-Party Defendant.

-----X

Leon Grant, of full age, having been duly sworn, upon his oath deposes and says:

1. I am the Vice President/General Manager of Coreslab Structures (Conn.), Inc. ("Coreslab"), the defendant/third-party plaintiff in this action. As such, I am authorized to make this Affidavit and have personal knowledge of the matters set forth herein.

2. This Affidavit is submitted in opposition to the motions of defendant Builders Resource, Inc. ("BRI") and third party defendant Steve Allard ("Allard") to dismiss the cross claims and the third party complaint against them.

3. This matter arose out of a construction project - the Mott Haven Substation project - located in the Bronx, New York. The project owner is Consolidated Edison of New York, Inc. ("Con Ed"). The general contractor is D'Onofrio General Contractors Corp. ("D'Onofrio"), of Brooklyn, New York.

4. In or about January 2006, D'Onofrio subcontracted certain of the project's pre-cast concrete work to Coreslab. Subsequently, Coreslab, in or about May 2006, subcontracted certain of the pre-cast concrete erection work to BRI.

5. I have personal knowledge of Steve Allard's individual contacts within the state of New York and the city of New York.

6. I negotiated the subcontract on behalf of Coreslab with Allard on behalf of BRI (On information and belief, he is the husband of BRI's sole owner and president, and he calls himself its "CFO" – chief financial officer.)

7. In or about April 2006, I personally met with him approximately four (4) times at the project site, to review the site and negotiate the subcontract.

8. Thereafter, he continued to come to New York many times.

9. For example, BRI had to obtain a Certificate of Approval from the City of New York's Department of Small Business Services (showing its compliance with the City's EEO requirements), before it could start work at the project. Allard dealt with and appeared before the City in order to obtain that Certificate. I was with Mr. Allard in New York City when Mr. Allard met with Mr. Maciek Fiutak an ICIP Specialist from Walter T. Gorman, PE, PC to prepare documentation for the New York City Agency Small Business Department to apply for the Certificate of Approval.

10. Also thereon, that Department sent him the April 13, 2006 letter copied hereto as Exhibit A. It was addressed to him as BRI's "CFO".

11. Further, he met on numerous occasions with representatives of D'Onofrio, Con Ed and Bay Crane Services, Inc. ("Bay Crane") at the project site, to review the site and to engage Bay Crane to perform work for BRI.

12. He also, when requested, attended weekly job meetings at the project site during April and May, 2006. Thereafter, he attended them bi-weekly for several further months. Copied hereto at Exhibit B and three BRI photographs of him at the job site.

13. On July 7, 2006, I personally met with him and with Mr. Abbott Wood, (BRI's project manager) at the project site to discuss outstanding issues and job progress. Also evidencing that is Mr. Wood's e-mail to me confirming such meeting, copied hereto as Exhibit C.

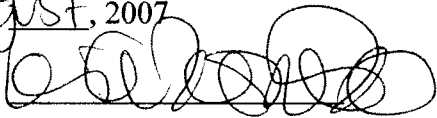
14. Even aside from this project, I am aware that he negotiated with New York Crane, Inc., of Brooklyn, New York to buy a crane and/or crane parts from it for BRI.

15. Finally, he was the one, as BRI's CFO, who executed the false lien waivers and releases at issue in the present matter. They are copied hereto at Exhibit D.

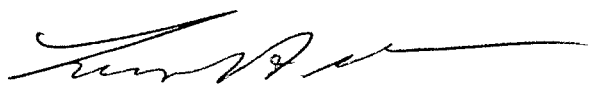
16. I am aware that Mr. Allard, separate and apart from participating in the project at the Mott Haven site, did meet others on site and direct personnel working for BRI in the process of erecting the Structural Steel for the Putnam County Courthouse in New York. The General Contractor on this project was Worth Construction.

Sworn to and subscribed  
before me, this 25<sup>th</sup> day of

August, 2007



My Commission Expires June 30, 2009



Leon H. Grant

EXHIBIT A



THE CITY OF NEW YORK  
DEPARTMENT OF SMALL BUSINESS SERVICES

ROBERT W. WALSH  
COMMISSIONER

25IC0246

April 13, 2006

Mr. Steven M. Allard, CFO  
Builders Resource, Inc.  
101 Nasonville Road  
Harrisville, RI 02830

RE: Department of Finance Contract; Sub to Coreslab Structures (Conn) Inc. sub to D'Onofrio General Contractor construction manager to Consolidated Edison Company of NY; Block 2599, Lot 5; Precast Concrete Erection work at the Mott Haven Station located at 415 Bruckner Boulevard; Borough of the Bronx; \$2,500,000; **Certificate of Approval.**

Dear Mr. Allard:

The Department of Small Business Services/Division of Labor Services (DLS) has concluded that Builders Resource Inc. has met the equal employment opportunity requirements of the City of New York, as stated in Executive Order No. 50 (1980) as amended (E.O. 50), its implementing Rules (Rules), and Chapter 56 of the City Charter (Chapter 56). Consequently, DLS has notified the Department of Finance of this determination.

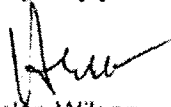
Contingent upon Builders Resource Inc.'s ongoing compliance with E.O. 50 and Chapter 56, this approval shall be effective for the one (1) year period commencing on April 14, 2006, and terminating on April 13, 2007. **The determination for a one year approval only exempts contractors from completing the policy and procedure section of the Employment Report on future contracts within this one year period.** However, Builders Resource Inc., Employment Report workforce information must be submitted for each new project. In addition, Builders Resource Inc., must regularly submit to DLS the **Monthly Workforce Utilization Table and Monthly Payroll Records** as explained during the pre-award conference on April 14, 2006.

PAGE TWO

It is important that Builders Resource Inc., as a New York City contractor, provide equal employment opportunity for all employees and applicants for employment.

Please direct all correspondence to Ms. Kim Muldrow-Maxwell, Contract Reviewer. Should you have any questions regarding this letter, you may call Ms. Muldrow-Maxwell at (212) 513-6433.

Very truly yours,

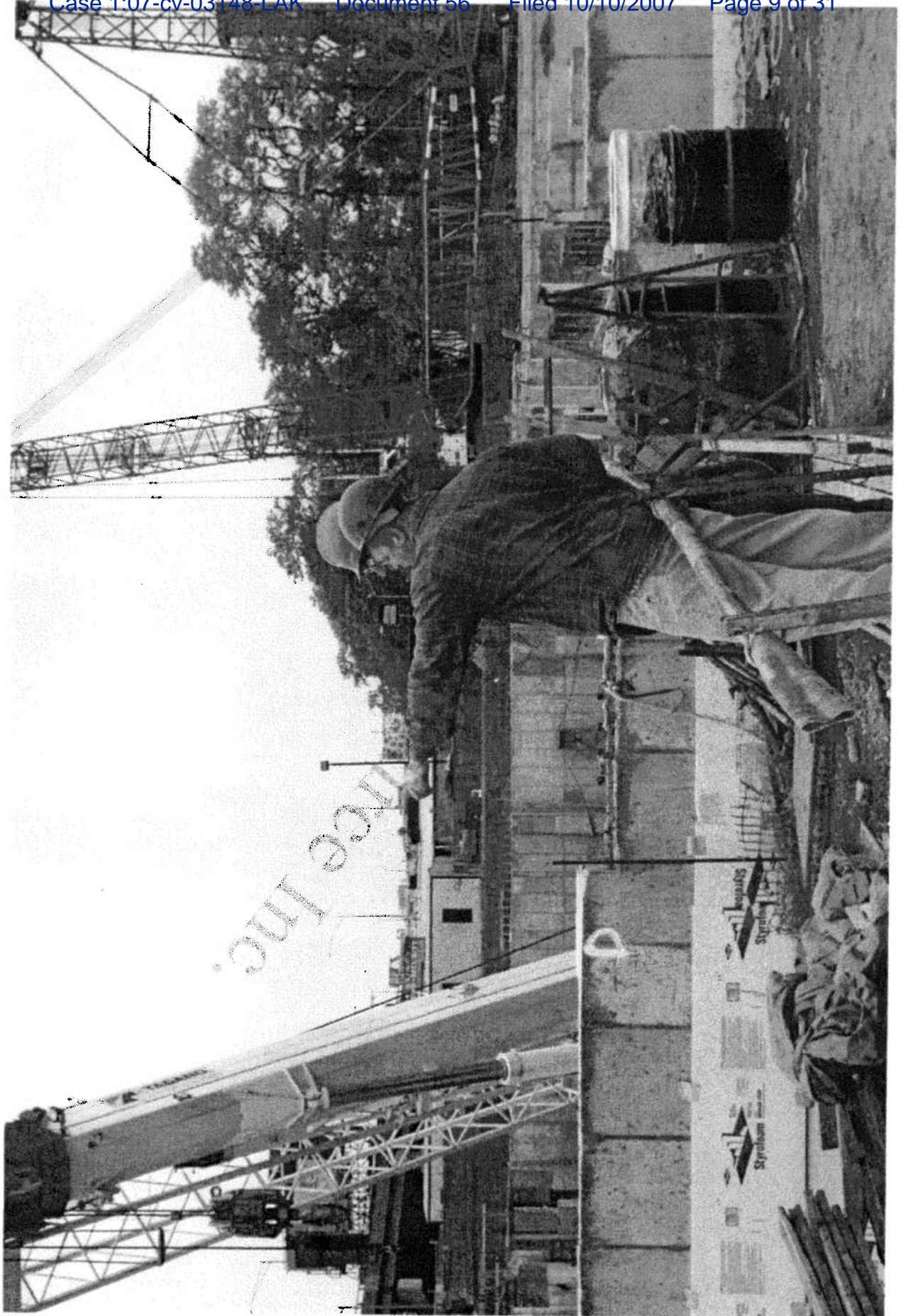


Helen Wilson  
Director  
Division of Labor Services

c: Maicek Fiutak  
Kim Muldrow-Maxwell  
FILE

**EXHIBIT B**





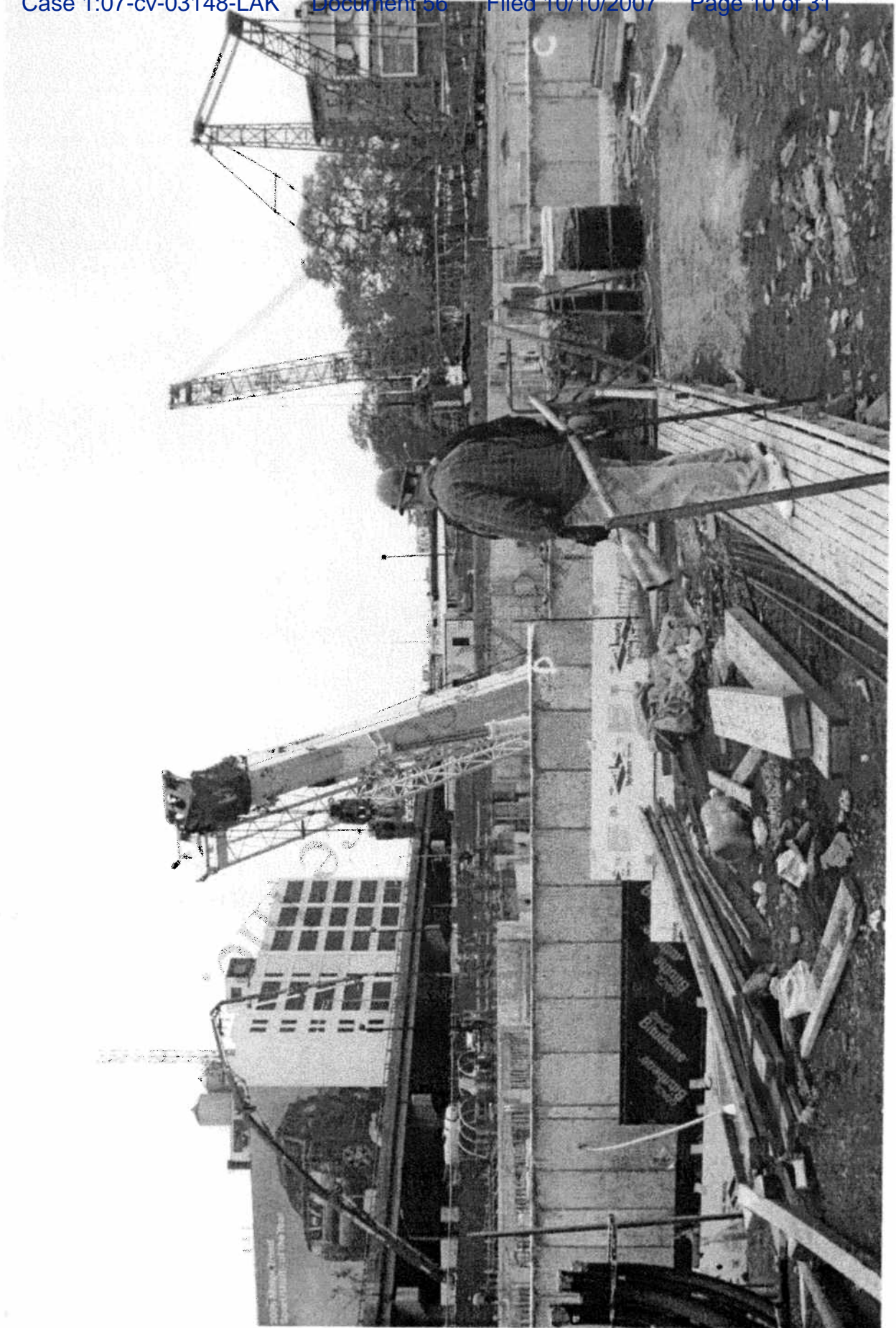






EXHIBIT C

**Kenneth J. Soriero**

---

**From:** Edward J. Frisch  
**Sent:** Wednesday, August 22, 2007 2:18 PM  
**To:** Kenneth J. Soriero  
**Subject:** FW: downtime change orders

-----Original Message-----

From: Don Prigitano [mailto:dprigitano@coreslab.com]  
Sent: Wednesday, August 22, 2007 2:16 PM  
To: Edward J. Frisch  
Subject: FW: downtime change orders

Good day Ed,

Below is and email correspondence from Abbott Wood, informing that Steve and he would be on site for a meeting.

Don

Confidentiality Notice: This e-mail message contains information which may be confidential and privileged and is covered by the Electronic Communications Privacy Act, 18 U.S. C. §2510-2521 and is legally privileged. Unauthorized review, use, disclosure or distribution is strictly prohibited. Unless you are the addressee (or authorized to receive for the addressee), you may not use, copy or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by calling (860-283-8281) or by reply e-mail, and destroy all copies of the message.

-----Original Message-----

From: Leon Grant [mailto:lgrant@coreslab.com]  
Sent: Wednesday, August 22, 2007 2:07 PM  
To: don Prigitano  
Subject: FW: downtime change orders

Leon H. Grant  
Vice President, General Manager  
Coreslab Structures (Conn) Inc.  
Box 279  
1023 Waterbury Road  
Thomaston, Ct.  
06787-0279

-----Original Message-----

From: Abbott Wood [mailto:Curly@BRIErectors.com]  
Sent: Thursday, July 06, 2006 3:25 PM  
To: Vincent Leone; lgrant@coreslab.com; jerry@donofrio.biz  
Cc: Marty Cardon  
Subject: downtime change orders

Gentlemen;

Steven Allard and myself are coming to the site , Friday July 7,2006. We just recently found out that Mr. Leon Grant is scheduled to do a site visit and we thought that we'd take this opportunity to incorporate the outstanding crane downtime for the LR1400/2 as well as the manpower that was expended, while awaiting the readiness of the site to begin the erection of the "345" building.

Additionally, we need to discuss and solidify the change Order for the waiting time for the Off site M2250/ III which has been on hold awaiting the readiness of the admin building foundation, from the end of May 2006, in which billing commenced, June 2006 and on going.

So in closing, please all listed above, please attend, so we can discuss and close out this matter, prior top mobilization of crane number two to Mott Haven site.

Sincerely

Abbott Wood  
Project Manager BRI

Cc: as attached-- file

EXHIBIT D



PARTIAL WAIVER/RELEASE OF LIEN FORM (CONNECTICUT)

TO ALL WHOM IT MAY CONCERN:

WHEREAS, Builders Resource Inc., (the "Trades Contractor"), has entered a Subcontract or other Agreement with CORESLAB STRUCTURES (CONN.) INC. to perform Work consisting of the furnishing of labor, materials, services, equipment and/or machinery for the project known as Mott Haven located at Bronx, NY ("Project"); and

WHEREAS, the Trades Contractor has submitted to Coreslab Structures (Conn.) Inc. a progress payment requisition dated 4 checks in the amount of \$ 800,000 for Work performed on the Project during the period 04/01/06 to 06/30/06.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims, demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any bond related to the Project, the Owner and Coreslab Structures (Conn.) Inc. for and on account of and all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades Contractor's receipt of the payment for which this Release is given and (2) in the amount of \$ 800,000 (total contract payment made through the date hereof including the enclosed requisition).

In consideration of the payment sought hereby, the Trades Contractor represents and warrants that all labor, material, services, equipment and/or machinery used or provided by or through the Trades Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid for in full, including taxes of every description, except for the following in the specific amounts set forth:

Address, phone #, contact name of unpaid  
sub-subcontractor, materialmen or supplier

Total Amount Owning

None

Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every sub-subcontractor and/or material supplier which has not been previously submitted to Coreslab Structures (Conn.) Inc. is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

Further, the Trades Contractor shall hold harmless, protect and indemnify Coreslab Structures (Conn.) Inc., any Surety, the Owner, and the Project against any claims, demands, liens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades

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**CORES LAB<sup>®</sup>**  
**STRUCTURES**  
(CONN) INC.

Contractor as of the date hereof including any guarantees or warranties.

I, Steve Allard being the CFO of Builders Resource Inc.,  
being duly sworn, acknowledge the foregoing on this 30th day of June, 2006  
and certify that this is a true and accurate statement intending to induce Coreslab Structures (Conn.)  
Inc. to rely on the statements and certifications contained herein. This waiver and release shall be  
binding upon the successor, assigns, heirs, administrators and executors and trustees of the Trades  
Contractor.

By: Steve Allard

(Signature of Subcontractor, Supplier, or  
Materialman)

STATE OF CONNECTICUT)

COUNTY OF Litchfield)

ss:

Subscribed and sworn to before me this 30th day of June, 2006 under the  
penalty of false statement.

Angela C. Kackowski

Notary Public

My commission expires 8/31/08

**ANGELA C. KACKOWSKI**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES AUG. 31, 2008

# **CORES LAB<sup>®</sup>** **STRUCTURES** (CONN) INC.

## PARTIAL WAIVER/RELEASE OF LIEN FORM (CONNECTICUT)

TO ALL WHOM IT MAY CONCERN:

WHEREAS, Builders Resource Inc. (the "Trades Contractor"), has entered a Subcontract or other Agreement with CORESLAB STRUCTURES (CONN.) INC. to perform Work consisting of the furnishing of labor, materials, services, equipment and/or machinery for the project known as Mott Haven Substation located at Bronx, NY ("Project"); and

WHEREAS, the Trades Contractor has submitted to Coreslab Structures (Conn.) Inc. a progress payment requisition dated 5/15/06 in the amount of \$ 582,825 for Work performed on the Project during the period 05/01/06 to 05/31/06.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims, demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any bond related to the Project, the Owner and Coreslab Structures (Conn.) Inc. for and on account of and all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades Contractor's receipt of the payment for which this Release is given and (2) in the amount of \$ 582,825 (total contract payment made through the date hereof including the enclosed requisition).

In consideration of the payment sought hereby, the Trades Contractor represents and warrants that all labor, material, services, equipment and/or machinery used or provided by or through the Trades Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid for in full, including taxes of every description, except for the following in the specific amounts set forth:

Address, phone #, contact name of unpaid  
sub-subcontractor, materialmen or supplier

Total Amount Owning

None

Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every sub-subcontractor and/or material supplier which has not been previously submitted to Coreslab Structures (Conn.) Inc. is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

Further, the Trades Contractor shall hold harmless, protect and indemnify Coreslab Structures (Conn.) Inc., any Surety, the Owner, and the Project against any claims, demands, liens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades

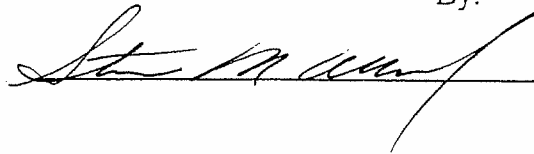
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**STRUCTURES**  
(CONN) INC.

Contractor as of the date hereof including any guarantees or warranties.

I Steve Allard being the CFO of Builders Resource Inc.,  
being duly sworn, acknowledge the foregoing on this 30th day of June, 2006  
and certify that this is a true and accurate statement intending to induce Coreslab Structures (Conn.)  
Inc. to rely on the statements and certifications contained herein. This waiver and release shall be  
binding upon the successor, assigns, heirs, administrators and executors and trustees of the Trades  
Contractor.

By:



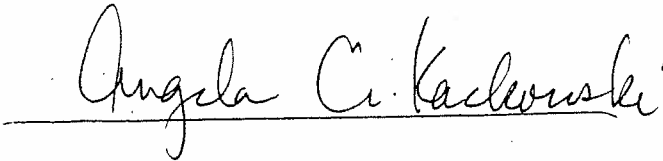
(Signature of Subcontractor, Supplier, or  
Materialman)

STATE OF CONNECTICUT)

COUNTY OF Litchfield)

ss:

Subscribed and sworn to before me this 30th day of June, 2006 under the  
penalty of false statement.



Notary Public

My commission expires 8/31/08

**ANGELA C. KACKOWSKI**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES AUG. 31, 2008

# STRUCTURES

(CONN) INC.

## PARTIAL WAIVER/RELEASE OF LIEN FORM (CONNECTICUT)

TO ALL WHOM IT MAY CONCERN:

WHEREAS, Builders Resource Inc., (the "Trades Contractor"), has entered a Subcontract or other Agreement with CORESLAB STRUCTURES (CONN.) INC. to perform Work consisting of the furnishing of labor, materials, services, equipment and/or machinery for the project known as Mott Haven Substation located at Bronx, NY ("Project"); and

WHEREAS, the Trades Contractor has submitted to Coreslab Structures (Conn.) Inc. a progress payment requisition dated 6/15/06 in the amount of \$ 856,456 for Work performed on the Project during the period 06/01/06 to 06/30/06.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims, demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any bond related to the Project, the Owner and Coreslab Structures (Conn.) Inc. for and on account of and all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades Contractor's receipt of the payment for which this Release is given and (2) in the amount of \$ 1,439,281 (total contract payment made through the date hereof including the enclosed requisition).

In consideration of the payment sought hereby, the Trades Contractor represents and warrants that all labor, material, services, equipment and/or machinery used or provided by or through the Trades Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid for in full, including taxes of every description, except for the following in the specific amounts set forth:

Address, phone #, contact name of unpaid  
sub-subcontractor, materialmen or supplier

Total Amount Owning

None

Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every sub-subcontractor and/or material supplier which has not been previously submitted to Coreslab Structures (Conn.) Inc. is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

Further, the Trades Contractor shall hold harmless, protect and indemnify Coreslab Structures (Conn.) Inc., any Surety, the Owner, and the Project against any claims, demands, liens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades

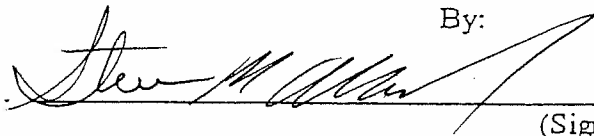
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**STRUCTURES**  
(CONN) INC.

Contractor as of the date hereof including any guarantees or warranties.

I, Steve Allard being the CFO of Builders Resource Inc.,  
being duly sworn, acknowledge the foregoing on this 30th day of June, 2006  
and certify that this is a true and accurate statement intending to induce Coreslab Structures (Conn.)  
Inc. to rely on the statements and certifications contained herein. This waiver and release shall be  
binding upon the successor, assigns, heirs, administrators and executors and trustees of the Trades  
Contractor.

By:

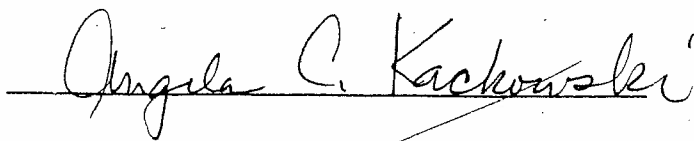


(Signature of Subcontractor, Supplier, or  
Materialman)

STATE OF CONNECTICUT)

COUNTY OF Litchfield ) ss:

Subscribed and sworn to before me this 30th day of June, 2006 under the  
penalty of false statement.



Notary Public

My commission expires

8/31/08

**ANGELA C. KACKOWSKI**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES AUG. 31, 2008



PARTIAL WAIVER/RELEASE OF LIEN FORM (CONNECTICUT)

TO ALL WHOM IT MAY CONCERN:

WHEREAS, Builders Resource Inc. (the "Trades Contractor"), has entered a Subcontract or other Agreement with **CORES LAB STRUCTURES (CONN.) INC.** to perform Work consisting of the furnishing of labor, materials, services, equipment and/or machinery for the project known as Mott Haven Substation located at Bronx, NY ("Project"); and

WHEREAS, the Trades Contractor has submitted to **Coreslab Structures (Conn.) Inc.** a progress payment requisition dated 7/14/06 in the amount of \$ 307,714 for Work performed on the Project during the period                      to 7/8/06.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims, demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any bond related to the Project, the Owner and **Coreslab Structures (Conn.) Inc.** for and on account of and all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades Contractor's receipt of the payment for which this Release is given and (2) in the amount of \$ 1,746,995 (total contract payment made through the date hereof including the enclosed requisition).

In consideration of the payment sought hereby, the Trades Contractor represents and warrants that all labor, material, services, equipment and/or machinery used or provided by or through the Trades Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid for in full, including taxes of every description, except for the following in the specific amounts set forth:

Address, phone #, contact name of unpaid  
sub-subcontractor, materialmen or supplier

Total Amount Owning

None

None

Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every sub-subcontractor and/or material supplier which has not been previously submitted to **Coreslab Structures (Conn.) Inc.** is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

Further, the Trades Contractor shall hold harmless, protect and indemnify **Coreslab Structures (Conn.) Inc.**, any Surety, the Owner, and the Project against any claims, demands, liens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades

EAML479616



**STRUCTURES**  
(CONN) INC.

Contractor as of the date hereof including any guarantees or warranties.

I, Steve Allard being the CFO of Builders Resource, Inc being duly sworn, acknowledge the foregoing on this 14th day of July, 2006 and certify that this is a true and accurate statement intending to induce Coreslab Structures (Conn.) Inc. to rely on the statements and certifications contained herein. This waiver and release shall be binding upon the successor, assigns, heirs, administrators and executors and trustees of the Trades Contractor.

By:

Steve Allard

(Signature of Subcontractor, Supplier, or Materialman)

STATE OF CONNECTICUT)

COUNTY OF Litchfield) ss:

Subscribed and sworn to before me this 14th day of July, 2006 under the penalty of false statement.

Angela C. Kackowski

Notary Public

My commission expires

8/30/

**ANGELA C. KACKOWSKI**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES AUG. 31, 2008



PARTIAL WAIVER/RELEASE OF LIEN FORM (CONNECTICUT)

TO ALL WHOM IT MAY CONCERN:

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Con-Ed Substation

WHEREAS, the Trades Contractor has submitted to Coreslab Structures (Conn.) Inc. a progress payment requisition dated 7/31/06 in the amount of \$ 583,588 for Work performed on the Project during the period 7/1/06 to 7/30/06.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims, demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any bond related to the Project, the Owner and Coreslab Structures (Conn.) Inc. for and on account of and all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades Contractor's receipt of the payment for which this Release is given and (2) in the amount of \$ 2,022,869 (total contract payment made through the date hereof including the enclosed requisition).

In consideration of the payment sought hereby, the Trades Contractor represents and warrants that all labor, material, services, equipment and/or machinery used or provided by or through the Trades Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid for in full, including taxes of every description, except for the following in the specific amounts set forth:

Address, phone #, contact name of unpaid  
sub-subcontractor, materialmen or supplier

Total Amount Owing

None

Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every sub-subcontractor and/or material supplier which has not been previously submitted to Coreslab Structures (Conn.) Inc. is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

Further, the Trades Contractor shall hold harmless, protect and indemnify Coreslab Structures (Conn.) Inc., any Surety, the Owner, and the Project against any claims, demands, liens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades

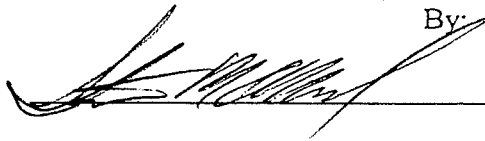
CANL479616



**CORES LAB<sup>®</sup>**  
**STRUCTURES**  
(CONN) INC.

Contractor as of the date hereof including any guarantees or warranties.

I, Steve Allard being the CFO of Builders Resource Inc.,  
being duly sworn, acknowledge the foregoing on this 12th day of July, 2006  
and certify that this is a true and accurate statement intending to induce Coreslab Structures (Conn.)  
Inc. to rely on the statements and certifications contained herein. This waiver and release shall be  
binding upon the successor, assigns, heirs, administrators and executors and trustees of the Trades  
Contractor.

By: 

(Signature of Subcontractor, Supplier, or  
Materialman)

STATE OF CONNECTICUT)

COUNTY OF Litchfield ss:

Subscribed and sworn to before me this 13th day of July, 2006 under the  
penalty of false statement.

Angela C. Kackowski

Notary Public

My commission expires 8/31/08

**ANGELA C. KACKOWSKI**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES AUG. 31, 2008



PARTIAL WAIVER/RELEASE OF LIEN FORM (CONNECTICUT)

TO ALL WHOM IT MAY CONCERN:

WHEREAS, Builders Resource Inc. (the "Trades Contractor"), has entered a Subcontract or other Agreement with CORESLAB STRUCTURES (CONN.) INC. to perform Work consisting of the furnishing of labor, materials, services, equipment and/or machinery for the project known as Mott Haven Substation located at Bronx, NY ("Project"); and

WHEREAS, the Trades Contractor has submitted to Coreslab Structures (Conn.) Inc. a progress payment requisition dated 7/31/06 in the amount of \$ 210,205 for Work performed on the Project during the period July 1, '06 to July 31, '06.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims, demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any bond related to the Project, the Owner and Coreslab Structures (Conn.) Inc. for and on account of and all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades Contractor's receipt of the payment for which this Release is given and (2) in the amount of \$ 2540,788.00 (total contract payment made through the date hereof including the enclosed requisition).

In consideration of the payment sought hereby, the Trades Contractor represents and warrants that all labor, material, services, equipment and/or machinery used or provided by or through the Trades Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid for in full, including taxes of every description, except for the following in the specific amounts set forth:

Address, phone #, contact name of unpaid  
sub-subcontractor, materialmen or supplier

Total Amount Owning

None

Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every sub-subcontractor and/or material supplier which has not been previously submitted to Coreslab Structures (Conn.) Inc. is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

Further, the Trades Contractor shall hold harmless, protect and indemnify Coreslab Structures (Conn.) Inc., any Surety, the Owner, and the Project against any claims, demands, liens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades

2406179616

**CORESLAB®**  
**STRUCTURES**  
(CONN) INC.

Contractor as of the date hereof including any guarantees or warranties.

I, Steve Allard being the CEO of Builders Resource Inc.  
being duly sworn, acknowledge the foregoing on this 4th day of August, 2006  
and certify that this is a true and accurate statement intending to induce Coreslab Structures (Conn.)  
Inc. to rely on the statements and certifications contained herein. This waiver and release shall be  
binding upon the successor, assigns, heirs, administrators and executors and trustees of the Trades  
Contractor.

By:

Steve M. Allard

(Signature of Subcontractor, Supplier, or  
Materialman)

STATE OF CONNECTICUT)

COUNTY OF Litchfield ss:

Subscribed and sworn to before me this 4th day of August, 2006 under the  
penalty of false statement.

Angela C. Kackowski

Notary Public

My commission expires

8/31/08

**ANGELA C. KACKOWSKI**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES AUG. 31, 2008

# CORES LAB. STRUCTURES (CONN.) INC.

## PARTIAL WAIVER/RELEASE OF LIEN FORM (CONNECTICUT)

TO ALL WHOM IT MAY CONCERN:

WHEREAS, Builders Resource Inc. (the "Trades Contractor"), has entered a Subcontract or other Agreement with CORESLAB STRUCTURES (CONN.) INC. to perform Work consisting of the furnishing of labor, materials, services, equipment and/or machinery for the project known as Matthewn Substation located at 57 Bruckner Blvd, Bronx, NY ("Project"); and

WHEREAS, the Trades Contractor has submitted to Coreslab Structures (Conn.) Inc. a progress payment requisition dated 7/15/06 in the amount of \$ 210,205.- for Work performed on the Project during the period 7/15/06 to 7/31/06.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims, demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any bond related to the Project, the Owner and Coreslab Structures (Conn.) Inc. for and on account of and all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades Contractor's receipt of the payment for which this Release is given and (2) in the amount of \$ 2,330,583.- (total contract payment made through the date hereof including the enclosed requisition).

In consideration of the payment sought hereby, the Trades Contractor represents and warrants that all labor, material, services, equipment and/or machinery used or provided by or through the Trades Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid for in full, including taxes of every description, except for the following in the specific amounts set forth:

Address, phone #, contact name of unpaid  
sub-subcontractor, materialmen or supplier

Total Amount Owning

Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every sub-subcontractor and/or material supplier which has not been previously submitted to Coreslab Structures (Conn.) Inc. is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

Further, the Trades Contractor shall hold harmless, protect and indemnify Coreslab Structures (Conn.) Inc., any Surety, the Owner, and the Project against any claims, demands, liens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades

FORM 179614

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SHB  
\$ 2540,788

**CORES LAB<sup>®</sup>**  
**STRUCTURES**  
(CONN) INC.

Contractor as of the date hereof including any guarantees or warranties.

I, Steven M. Allard being the CEO of Builders Resource Inc.  
being duly sworn, acknowledge the foregoing on this 16<sup>th</sup> day of August, 2006  
and certify that this is a true and accurate statement intending to induce Coreslab Structures (Conn.)  
Inc. to rely on the statements and certifications contained herein. This waiver and release shall be  
binding upon the successor, assigns, heirs, administrators and executors and trustees of the Trades  
Contractor.

By:

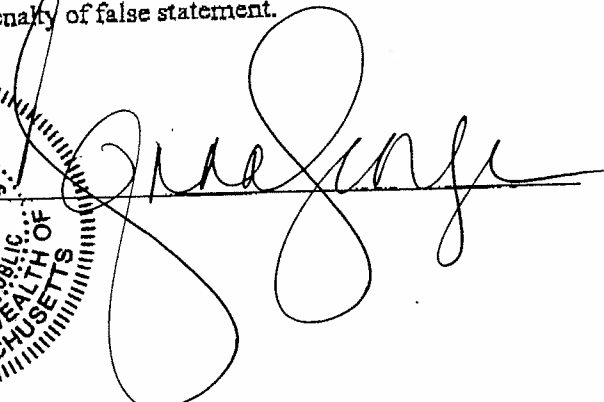


(Signature of Subcontractor, Supplier, or  
Materialman)

Massachusetts  
STATE OF CONNECTICUT)

COUNTY OF Worcester ss:

Subscribed and sworn to before me this 16<sup>th</sup> day of August, 2006 under the  
penalty of false statement.



Notary Public

My commission expires

1/26/2012

**CORESLAB<sup>®</sup>**  
**STRUCTURES**  
 (CONN) INC.

Mr. 0111-6  
 Aug.

PARTIAL WAIVER/RELEASE OF LIEN FORM (CONNECTICUT)

TO ALL WHOM IT MAY CONCERN:

WHEREAS, Builders Resource Inc. (the "Trades Contractor"), has entered a Subcontract or other Agreement with CORESLAB STRUCTURES (CONN.) INC. to perform Work consisting of the furnishing of labor, materials, services, equipment and/or machinery for the project known as Mott Haven Substation located at Bronx, NY ("Project"); and

WHEREAS, the Trades Contractor has submitted to Coreslab Structures (Conn.) Inc. a progress payment requisition dated 8-29-06 in the amount of \$ 954,583.00 for Work performed on the Project during the period 8-1-06 to 8-31-06.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims, demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any bond related to the Project, the Owner and Coreslab Structures (Conn.) Inc. for and on account of and all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades Contractor's receipt of the payment for which this Release is given and (2) in the amount of \$ 3,492,371 ✓ (total contract payment made through the date hereof including the enclosed requisition).

In consideration of the payment sought hereby, the Trades Contractor represents and warrants that all labor, material, services, equipment and/or machinery used or provided by or through the Trades Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid for in full, including taxes of every description, except for the following in the specific amounts set forth:

Address, phone #, contact name of unpaid  
sub-subcontractor, materialmen or supplier

Total Amount Owed

None

Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every sub-subcontractor and/or material supplier which has not been previously submitted to Coreslab Structures (Conn.) Inc. is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

Further, the Trades Contractor shall hold harmless, protect and indemnify Coreslab Structures (Conn.) Inc., any Surety, the Owner, and the Project against any claims, demands, liens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades



# CORESLAB<sup>®</sup> STRUCTURES

(CONN) INC.

Contractor as of the date hereof including any guarantees or warranties.

I Steve Allard being the CFO of Builders Resource Inc. being duly sworn, acknowledge the foregoing on this 30th day of August, 2006 and certify that this is a true and accurate statement intending to induce Corelab Structures (Conn.) Inc. to rely on the statements and certifications contained herein. This waiver and release shall be binding upon the successor, assigns, heirs, administrators and executors and trustees of the Trades Contractor.

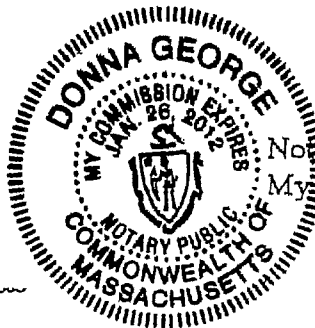
By: [Signature]  
Steve Allard

(Signature of Subcontractor, Supplier, or Materialman)

Massachusetts  
(STATE OF CONNECTICUT)

COUNTY OF Worcester ss:

Subscribed and sworn to before me this 30th day of August, 2006 under the penalty of false statement.



Notary Public

My commission expires 1/26/2012

[Signature]